

85-80

Yannone Subdivision

never materialized  
given to Town Clerk 12/11/86 sh

TOWN OF NEW WINDSOR			General Receipt		7173
555 Union Avenue New Windsor, N. Y. 12550			DEC. 26, 19 85		
Received of <u>Orange County Auto Body (Yonkers)</u>			\$ <u>25.00</u>		
<u>Twenty-five and 00/100</u>					DOLLARS
For <u>Sub-Division (#85-80)</u>					
DISTRIBUTION					
FUND		CODE	AMOUNT		
Check # 1982			25.00		
By <u>Pauline B. Townsend</u>			Dist		
<u>Town Clerk</u>			Title		

Williamson Law Book Co., Rochester, N. Y. 14609

PLANNING BOARD  
TOWN OF NEW WINDSOR  
555 UNION AVENUE  
NEW WINDSOR, NY 12550

This is a two-sided form) 85-80  
Date Received \_\_\_\_\_  
Preapplication Approval \_\_\_\_\_  
Preliminary Approval \_\_\_\_\_  
Final Approval \_\_\_\_\_  
Fees Paid \_\_\_\_\_

APPLICATION FOR SUBDIVISION APPROVAL

Date: 12/23/85

1. Name of subdivision R. YANNONE
2. Name of applicant RAYMOND O YANNONE JR. Phone HOME - 561-888  
565-8530  
Address 6 Allen Place NEW WINDSOR N.Y. 12550  
(Street No. & Name) (Post Office) (State) (Zip Code)
3. Owner of record RAYMOND O YANNONE JR Phone 565-8530  
Address 152 WAISH ROAD NEW WINDSOR, N.Y. 12550  
(Street No. & Name) (Post Office) (State) (Zip Code)
4. Land Surveyor Peter R. Hustis Phone 562-0060  
Address 33 HENRY STREET BEACON N.Y.  
(Street No. & Name) (Post Office) (State) (Zip Code)
5. Attorney ANDREW BIVONA Phone 561-0690  
Address 10 SOUTH PLANK ROAD NEWBURGH N.Y. 12550  
(Street No. & Name) (Post Office) (State) (Zip Code)
6. Subdivision location: On the SOUTH/EAST side of WAISH ROAD AND MERLINE AVE  
(Street)  
35 feet S.E. of MERLINE AVE.  
(direction)
7. Total Acreage .35<sup>+</sup> Zone R-4 Number of Lots 2
8. Tax map designation: Section 13 Lot(s) 339-340-341-342
9. Has this property, or any portion of the property, previously been subdivided NO.  
If yes, when \_\_\_\_\_; by whom ALVA L. P. MESSINA
10. Has the Zoning Board of Appeals granted any variance concerning this property YES.  
If yes, list case No. and Name MESSINA

List all contiguous holdings in the same ownership.

Section 13 Block(s) 3 Lot(s) 339-340-341-342

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the liber and page of each conveyance into the present owner as recorded in the Orange County Clerk's Office. This affidavit shall indicate the legal owner of the property, the contract owner of the property and the date the contract of sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached.

STATE OF NEW YORK )  
COUNTY OF ORANGE : SS.:

I, RAYMOND D. YANNONE JR, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

[Signature]  
Mailing Address 6 Allen Place  
New Windsor, N.Y. 12550

SWORN to before me this

23<sup>rd</sup> day of December, 1985

Helene S. Slavin  
NOTARY PUBLIC

HELENE S. SLAVIN  
Notary Public - State of New York  
Orange County - #4839727  
Commission Expires March 30, 1987

# SHORT ENVIRONMENTAL ASSESSMENT FORM

## INSTRUCTIONS:

(a) In order to answer the questions in this short EAF it is assumed that the preparer will use currently available information concerning the project and the likely impacts of the action. It is not expected that additional studies, research or other investigations will be undertaken.

(b) If any question has been answered Yes the project may be significant and a completed Environmental Assessment Form is necessary.

(c) If all questions have been answered No it is likely that this project is not significant.

## (d) Environmental Assessment

1. Will project result in a large physical change to the project site or physically alter more than 10 acres of land? . . . . . ☐ Yes ☒ No
2. Will there be a major change to any unique or unusual land form found on the site? . . . . . ☐ Yes ☒ No
3. Will project alter or have a large effect on an existing body of water? . . . . . ☐ Yes ☒ No
4. Will project have a potentially large impact on groundwater quality? . . . . . ☐ Yes ☒ No
5. Will project significantly effect drainage flow on adjacent sites? . . . . . ☐ Yes ☒ No
6. Will project affect any threatened or endangered plant or animal species? . . . . . ☐ Yes ☒ No
7. Will project result in a major adverse effect on air quality? . . . . . ☐ Yes ☒ No
8. Will project have a major effect on visual character of the community or scenic views or vistas known to be important to the community? . . . ☐ Yes ☒ No
9. Will project adversely impact any site or structure of historic, pre-historic, or paleontological importance or any site designated as a critical environmental area by a local agency? . . . ☐ Yes ☒ No
10. Will project have a major effect on existing or future recreational opportunities? . . . ☐ Yes ☒ No
11. Will project result in major traffic problems or cause a major effect to existing transportation systems? . . . . . ☐ Yes ☒ No
12. Will project regularly cause objectionable odors, noise, glare, vibration, or electrical disturbance as a result of the project's operation? . ☐ Yes ☒ No
13. Will project have any impact on public health or safety? . . . . . ☐ Yes ☒ No
14. Will project affect the existing community by directly causing a growth in permanent population of more than 5 percent over a one-year period or have a major negative effect on the character of the community or neighborhood? . . ☐ Yes ☒ No
15. Is there public controversy concerning the project? ☐ Yes ☒ No

PREPARER'S SIGNATURE:

Hubert

TITLE:

BROKER

REPRESENTING:

RAYMOND VANHORE

DATE:

12/23/85

9/1/78

WATER, SEWER, HIGHWAY REVIEW FORM:

The maps and plans for the Site Approval ☒  
Subdivision \_\_\_\_\_ as submitted by  
PETER R. Hustis for the building or subdivision of  
Raymond D. Yammone has been  
reviewed by me and is approved \_\_\_\_\_,  
disapproved ☒.

If disapproved, please list reason.

*No information regarding Sanitary Waste Disposal*

\_\_\_\_\_  
HIGHWAY SUPERINTENDENT

\_\_\_\_\_  
WATER SUPERINTENDENT

*James D. Masten Jr.*  
SANITARY SUPERINTENDENT

12/24/85  
DATE

BOUNDED northeasterly by Walsh's Road sixty-one and 4/100 (61.04) feet; southeasterly by Lots 338, 335 and 334 on said plan 156.86 feet; southwesterly by Lot 343 on said plan one hundred (100) feet; northwesterly by Meriline Avenue thirty-five (35) feet; northeasterly by Lot 341 on said plan forty (40) feet northwesterly by lot 341 on said plan 110.62 feet. Containing, according to said plan, ten thousand four hundred seventy-four (10,474) square feet, more or less. Together with the fee, in so far as the parties of the first part have the right to convey the same, of all the streets and ways shown on said plan, in common with the owners of the other lots shown on said plan, and subject to the right of all of said lot owners to make any customary use of said streets and ways. No house costing less than Four Hundred Dollars shall be built on said lots.

BEING the same premises conveyed by Clara Messina as the Executrix of the Estate of Peter J. Messina to Raymond D. Yannone by Deed dated August 11, 1982 and recorded in the Orange County Clerk's Office August 19, 1982 in Liber 2229 at page 283.

ALSO BEING more accurately described in a survey prepared by Peter R. Hustis, N.Y.S. LLS, dated May 9, 1984 as follows:

ALL that tract or parcel of land situate in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

BEGINNING at a point, said point being the intersection of the Southeasterly side of Meriline Avenue with the Southeasterly side of Walsh's Road; thence running along the Southeasterly side of Walsh's Road, South 56-12-00 East 111.16 feet; thence along lands now or formerly Connolly (Liber 1193 cp 124), being Lot No. 338 as shown on a certain map entitled, "City Park", filed in the Orange County Clerk's Office on August 30, 1909 as Map No. 647, lands now or formerly Pettine (Liber 957 cp 143), being Lot No. 335, Map No. 647, and lands now or formerly Lee (Liber 1796 cp 106), being Lot No. 334, Map No. 647, South 44-50-00 West 156.86 feet; thence along lands now or formerly Wein, being Lot No. 343, Map No. 647, North 45-10-00 West 100.00 feet; thence along the Southeasterly side of Meriline Avenue, North 44-50-00 East 35.00 feet and North 39-39-40 East 101.00 feet to the point of beginning. Containing 0.35 acre of land.

Subject to the existing easements and rights of ways of record, if any.

STATE OF NEW YORK )  
                          ) ss.:  
COUNTY OF ORANGE )

CLARA MESSINA, being duly sworn, deposes and says:

ONE: That she is the surviving spouse of PETER MESSINA and the Executrix of the Estate of Peter Messina.

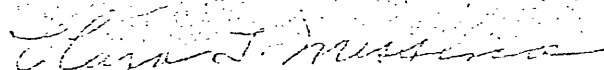
TWO: That by previous deed, your deponent transferred a parcel of real property located at Walsh Road, New Windsor, New York to RAYMOND YANNOHE.

THREE: That deponent has now been advised that a survey of the subject parcel discloses that a portion of the building thereon encroaches upon the Town of New Windsor's right-of-way.

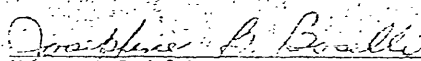
FOUR: That deponent and the late Mr. Messina were married in excess of eighteen (18) years and that by reason thereof, she is aware of the history of the building and the subject parcel.

FIVE: The parcel in question, as well as the building, have been in the Messina family for many years. The building was originally constructed by Peter Messina's father in excess of thirty (30) years ago.

SIX: That to your deponent's personal knowledge, based upon her familiarity with the subject parcel, there have been no additions to the original building constructed within the last twenty (20) years. The parcel, with the improvements thereon, have existed in substantially their same form for more than ten (10) years and in fact, in excess of eighteen (18). Upon information and belief, the structure has existed in exactly the same form for in excess of thirty (30) years.

  
CLARA MESSINA

Sworn to before me this 29 day  
of June, 1984



Notary Public-State of New York

JOSEPHINE B. BOSELLI

Notary Public, in the State of New York

Commissioned in County of Orange

My Commission Expires March 30, 1987



All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 22, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. The costs of managing the Property may include the receiver's fees, reasonable attorney's fees, and the cost of any necessary bonds. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

**23. AGREEMENTS ABOUT FUTURE ADVANCES**

I may ask Lender to make one or more loans to me in addition to the loan that I promise to pay under the Note. Lender may, before this Mortgage is discharged, make those additional loans to me. This Mortgage will protect Lender from possible losses that might result from my failure to pay the amounts of any of those additional loans plus interest, only if the notes which contain my promises to pay those additional loans state that this Mortgage will give Lender such protection. Additional loans made by Lender that are protected by this Mortgage will be called "Future Advances." The principal amount that I owe to Lender under the Note and under all notes for Future Advances, not including the amounts spent by Lender to protect the value of the Property and Lender's rights in the Property, may not be greater than the original amount of the Note plus US \$.....

**24. LENDER'S OBLIGATION TO DISCHARGE THIS MORTGAGE WHEN THE NOTE AND THIS MORTGAGE ARE PAID IN FULL**

When Lender has been paid all amounts due under the Note, under this Mortgage and under any notes for Future Advances, Lender will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records.

**25. AGREEMENTS ABOUT NEW YORK LIEN LAW**

I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that if, on the date this Mortgage is recorded in the proper official records, construction or other work on any building or other improvement located on the Property has not been completed for at least four months, I will: (A) hold all amounts, which I receive and which I have a right to receive from Lender under the Note and as Future Advances, as a "trust fund"; and (B) use those amounts to pay for that construction or work before I use them for any other purpose. The fact that I am holding those amounts as a "trust fund" means that I have a special responsibility under the law to use the amounts in the manner described in this Paragraph 25.

By signing this Mortgage I agree to all of the above.

Witnesses:

51  
RAYMOND D. YANNONE

—Borrower

—Borrower

State of New York, Orange County ss:  
On this 12 day of July, 1984, before me personally came  
Raymond D. Yannone to  
me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and  
..he.. duly acknowledged to me that ..he.. executed the same.

51  
Notary Public

ANDREW P. BIVONA  
NOTARY PUBLIC, STATE OF NEW YORK  
RESIDING IN ORANGE COUNTY  
MY COMMISSION EXPIRES MARCH 30, 1988

(Space Below This Line Reserved For Lender and Recorder)